**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

| | | |
|---|---|---|
| DORIS KRENZELAK individually and on behalf of the class defined herein,<br><br>Plaintiff,<br><br>v.<br><br>THE BRACHFELD LAW GROUP, A PROFESSIONAL CORPORATION; LVNV FUNDING LLC; RESURGENT CAPITAL SERVICES, L.P.; and ALEGIS GROUP LLC<br><br>Defendants. | ) | Case No.: 1:12 CV 3325<br><br>Judge Thomas M. Durkin |

## FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

This matter comes before the Court upon the application of the Parties for final approval of the Class Action Settlement Agreement and Release ("Settlement Agreement"), and having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Lawsuit, and good cause appearing:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

On January 16, 2014, this Court held a final approval hearing and approved the Class Action Settlement Agreement and Release reached between Plaintiff, Doris Krenzelak ("Plaintiff"), and The Brachfeld Law Group, P.C. ("Brachfeld"), LVNV Funding LLC ("LVNV"), Resurgent Capital Services, L.P.("Resurgent"), and Alegis Group, LLC. ("Alegis") (collectively "Defendants") for the claims alleged in the above-captioned matter, *Krenzelak v. The Brachfeld Law Group, et al*, Case No. 12 CV 3325, filed in the United States District Court for the Northern District of Illinois, Eastern Division.

1. The Court has jurisdiction over the subject matter of the Lawsuit, the Plaintiff, the members of the Class, and the Defendants.

2. The Court, for purposes of this Final Order Approving Class Action Settlement (the "Final Approval Order"), adopts all defined terms as set forth in the Settlement Agreement.

3. Solely for purposes of settlement, the following Class is certified pursuant to Fed. R.Civ.P. 23(b)(3):

> (a) all individuals (b) to whom Brachfeld sent a letter in the form represented by Exhibits A-C to Plaintiff's First Amended Complaint (c) to collect a debt on which the current creditor is LVNV Funding LLC, on or after May 3, 2011 and on or before May 23, 2012.

4. The Court finds that the stipulated settlement Class meets the requirements of Rule 23. Specifically, the Court finds that:

(a) The Class is so numerous that joinder is impracticable;

(b) There are questions of law and fact common to the members of the Class, which common questions predominate over any questions that affect only individual Class members;

(c) Plaintiff's claims are typical of the claims of the members of the Class;

(d) Plaintiff and Class Counsel have fairly and adequately represented the interests of the members of the Class; and

(e) A Class action is superior to other alternative methods of adjudicating the issues in dispute between the Parties.

5. Notice was given to the Class pursuant to paragraph 2.5 of the Settlement Agreement.

6. The Court finds that the mailing of the Class Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances to all

Persons within the definition of the Class, and fully met the requirements of Fed. R. Civ. P. 23 and any and all substantive and procedural due process rights guaranteed under the United States Constitution.

7. The Court is informed that actual notice was sent by U.S. mail to 5,982 Class Members. A total of 715 envelopes were returned by the United States Postal Service marked not deliverable with no forwarding addresses available, and 116 envelopes were returned and re-mailed to a forwarding address. 696 Class members submitted claim forms, six Class members requested exclusion, and no objections were filed or received.

8. The Court approves the settlement of the above-captioned action, as set forth in the Settlement Agreement, as fair, just, reasonable and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

9. Except as to any individual claim of those persons (identified in Appendix A hereto) who have validly and timely requested exclusion from the Settlement Class, all of the Released Claims are dismissed without prejudice as to the Plaintiff and the other Class Members, and as against the Defendant Releasees. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

10. The Court approves payment by Defendants to Class Counsel of the balance of the Settlement Fund, Forty-Three Thousand and Five Hundred Dollars ($43,500.00).

11. The Court approves payment of Two-Thousand Dollars ($2,000.00) from the Settlement Fund to Plaintiff, Doris Krenzelak for her statutory damages and in recognition of her service as Class Representative.

12. The Court has reviewed Class Counsel's submission, requesting that it receive a total of Sixteen Thousand Three Hundred and Fifteen Dollars and Seven cents ($16,315.07) for

reasonable attorney's fees and litigation costs from the Settlement Fund. The Court finds that this amount is fair and reasonable. The Court therefore approves payment to Edelman, Combs, Latturner & Goodwin, LLC, counsel for Plaintiff and the Class, in the amount of Sixteen Thousand Three Hundred and Fifteen Dollars and Seven cents ($16,315.07) from the Settlement Fund for reasonable attorney's fees and litigation costs.

13. The Court approves payment of a *pro rata* share of the monies remaining in the Settlement Fund to each Class Member who submitted a Valid Claim Form after the deduction of (1) the cost of notice and administration, (2) Plaintiff's Recovery, and (3) Class Counsel's reasonable attorney's fees and litigation costs.

14. The Court approves the issuance of a *cy pres* payment of any monies remaining, because a settlement check was returned as undeliverable or without a forwarding address, because a check otherwise remains uncashed on the Void Date, or because any funds otherwise remaining after the distribution is calculated. The Court designates The Cook County Bar Association Foundation as the *cy pres* recipient. Plaintiff shall issue the *cy pres* award to the The Cook County Bar Association Foundation within thirty (30) days after the Void Date.

18. The Court dismisses the claims of Plaintiff and the Class against Defendants without prejudice and without costs.

19. Once the Parties have complied with the terms of the Settlement Agreement, Class Counsel shall file a "Notice of Compliance" stating that all Class Members who are entitled to receive checks have been issued checks, and that any money remaining in the Settlement Fund has been donated to the Cook County Bar Association Foundation as a *cy pres* award. The dismissal shall automatically convert to a dismissal with prejudice ten (10) days after Plaintiff files the Notice of Compliance absent a motion by Plaintiff or Defendants.

20. The Court reserves exclusive and continuing jurisdiction over the Lawsuit, the Plaintiff, the Class, and the Defendants for the purpose of: supervising the implementation, enforcement, construction, administration and interpretation of the Settlement Agreement and this Final Approval Order.

IT IS SO ORDERED.

DATED: 1/16/14

By: [signature]
Honorable Judge Thomas M. Durkin

# APPENDIX A

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

| | | |
|---|---|---|
| DORIS KRENZELAK individually and on behalf of the class defined herein, | ) | |
| Plaintiff, | ) | Case No.: 1:12 CV 3325 |
| v. | ) | Judge Thomas M. Durkin |
| THE BRACHFELD LAW GROUP, A PROFESSIONAL CORPORATION; LVNV FUNDING LLC; RESURGENT CAPITAL SERVICES, L.P.; and ALEGIS GROUP LLC | ) | |
| Defendants. | ) | |

**CLASS MEMBERS EXCLUDED FROM THE SETTLEMENT**

1. Carol N. Camire
2. William J. Camire
3. Larry Clem
4. Melanie Davis
5. Cecilia Ruiz
6. Karen Stanley